


## Appendix D

---

*Model RD, RA, and Technical Assistance  
IAGs*

## Model for USACE Remedial Design IAG

 United States Environmental Protection Agency Washington, DC 20460 <b>Interagency Agreement/          Amendment</b> <b>Part 1 – General Information</b>		1. EPA IAG Identification Number DW 96	4. Funding Location by Region [As appropriate]
		2. Other Agency IAG ID Number (if known)	5. Program Office Abbreviation [As appropriate]
		3. Type of Action New Agreement	
6. Name and Address of EPA Organization [Regional Address]		7. Name and Address of Other Agency U.S. Army Corps of Engineers (USACE) Engineering Division, Missouri River Omaha, Nebraska 68144-3869	
8. Project Title Design of Superfund Remedial Action at [site name, city, and state]			
9. EPA Project Officer (Name, Address, Telephone Number) [Regional Project Officer] U.S. Environmental Protection Agency [Regional Address] [Telephone Number]		10. Other Agency Project Officer (Name, Address, Telephone Number) U.S. Army Engineer, Missouri River Division ATTN: Lucy Harris 12565 West Center Road Omaha, NE 68144-3869 (402) 697-2422	
11. Project Period		12. Budget Period [same as project period]	
13. Scope of Work (Attach additional sheets, as needed) This interagency agreement will allow the USACE and U.S. Environmental Protection Agency to utilize the Direct Fund Cite/Revised Reimbursable methods for costs incurred during this action. The funds are divided as follows:  Revised Reimbursable     \$ _____ Direct Fund Cite             \$ _____ Total                             \$ _____  Contracts financed under the Direct Fund Cite Procedure will cite the following accounting classification: 68/20X8145, (Account Number)			
14. Statutory Authority for Both Transfer of Funds and Project Activities CERCLA as amended (42 USCA 9601 et seq.) Executive Order 12580 and Economy Act of 1932 as amended (31 USC 1535)			15. Other Agency Type Federal
Funds	Previous Amount	Amount This Action	Amended Total
16. EPA Amount			
17. EPA In-Kind Amount			
18. Other Agency Amount			
19. Other Agency In-Kind Amount			
20. Total Project Cost			
21. Fiscal Information			
Program Element	FY	Appropriation	Doc. Control No.
FAY9A	94	68/20X8145	
			Account Number
			Object Class
			Obligation/Deobligation Amt.
			25.76

EPA Form 1610-1 (Rev. 10-88) Previous editions are obsolete.

51-043-33(1)A

## Model for USACE Remedial Design IAG (cont.)

<b>Part II – Approved Budget</b>		EPA IAG Identification Number DW
<b>22. Budget Categories</b>	<b>Itemization of This Action</b>	<b>Itemization of Total Project Estimated Cost to Date</b>
(a) Personnel	\$	\$
(b) Fringe Benefits		
(c) Travel		
(d) Equipment		
(e) Supplies		
(f) Procurement/Assistance		
(g) USACE Division Costs		
(h) Other		
(i) Total Direct Charges		
(j) Indirect Cost:      Rate:      %		
(k) Total (EPA Share 100%)      (Other Agency Share 0%)	\$	\$
23. Is equipment authorized to be furnished by EPA or leased, purchased, or rented with EPA funds? (Identify all equipment costing \$1,000 or more) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No USACE equipment needs are unknown at this time. USACE shall report equipment acquisition in accordance with paragraph 3 of Attachment B - Special Provisions.		
24. Are any of these funds being used on extramural agreements? (See item 22f) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Type of Extramural Agreement <input type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input checked="" type="checkbox"/> Procurement (Includes Small Purchase Order)		
Contractor/Recipient Name (if known)  Unknown	Total Extramural Amount Under This Project  [estimate]	Percent Funded by EPA (if known)  100
<b>Part III – Funding Methods and Billing Instructions</b>		
25. <input checked="" type="checkbox"/> Funds-Out Agreement      (Note: EPA Agency Location Code (ALC) – 68010727) <input checked="" type="checkbox"/> Disbursement Agreement <input checked="" type="checkbox"/> Repayment      Request for repayment of actual costs must be itemized on SF 1081 or SF 1080 and submitted to the Financial Management Center, EPA, Cincinnati, OH 45268: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Upon Completion of Work <input type="checkbox"/> Advance      Only available for use by Federal Agencies on working capital fund or with appropriate justification of need for this type of payment method. Unexpended funds at completion of work will be returned to EPA. Quarterly cost reports will be forwarded to the Financial Management Center, EPA, Cincinnati, OH 45268. <input type="checkbox"/> Allocation Transfer-Out      Used to transfer obligational authority or transfer of function between Federal agencies. Must receive prior approval by the Office of the Comptroller, Budget Division, Budget Formulation and Control Branch, EPA Headquarters. Forward appropriate reports to the Financial Reports and Analysis Branch, Financial Management Division, PM-226F, EPA, Washington D.C. 20460.		
26. <input type="checkbox"/> Funds-In Agreement <input type="checkbox"/> Reimbursement Agreement <input type="checkbox"/> Repayment <input type="checkbox"/> Allocation Transfer-In <input type="checkbox"/> Advance		
Other Agency's IAG Identification Number	EPA Program Office Allowance Holder/Responsibility Center Number 72E	
Other Agency's Billing Address (Include Agency Location Code or Station Symbol Number)	Other Agency's Billing Instructions and Frequency	

## Model for USACE Remedial Design IAG (cont.)

<b>Part IV – Acceptance Conditions</b>		EPA IAG Identification Number DW 96 _____
<p>27. General Conditions The other agency covenants and agrees that it will expeditiously initiate and complete the project for which funds have been awarded under this agreement.</p> <p>28. Special Conditions    <i>(Attach additional sheets if needed)</i></p> <p style="text-align: center; margin-top: 20px;">(See Attachment B)</p>		
<b>Part V – Offer and Acceptance</b>		
<p><b>Note:</b> 1) For Funds-out actions, the agreement/amendment must be signed by the other agency official in duplicate and one original returned to the Grants Administration Division for Headquarters agreements or to the appropriate EPA Regional IAG administration office within 3 calendar weeks after receipt or within any extension of time as may be granted by EPA. The agreement/amendment must be forwarded to the address cited in Item 29 after acceptance signature.</p> <p>Receipt of written refusal or failure to return the properly executed document within the prescribed time may result in the withdrawal of the offer by EPA. Any change to the agreement by the other agency subsequent to the document being signed by the EPA Action Official, which the Action Official determines to materially alter the agreement/amendment, shall void the agreement/amendment.</p> <p>2) For Funds-in actions, the other agency will initiate the action and forward two original agreements/amendments to the appropriate EPA program office for signature. The agreements/amendments will then be forwarded to the appropriate EPA IAG administration office for acceptance signature on behalf of the EPA. One original copy will be returned to the other agency after acceptance.</p>		
EPA IAG Administration Office (for administrative assistance)	EPA Program Office (for technical assistance)	
<p>29. Organization/Address</p> <p>[EPA IAG Administration Office]</p> <p>[Organization/Address]</p>	<p>30. Organization/Address</p> <p>[EPA Program Office]</p> <p>[Organization/Address]</p>	
<b>Certification</b>		
<p>All signers certify that the statements made on this form and all attachments thereto are true, accurate, and complete. Signers acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law.</p>		
<b>Decision Official on Behalf of the Environmental Protection Agency Program Office</b>		
31. Signature	Typed Name and Title	Date
<b>Action Official on Behalf of the Environmental Protection Agency</b>		
32. Signature	Typed Name and Title	Date
<b>Authorizing Official on Behalf of the Other Agency</b>		
33. Signature	Typed Name and Title	Date

## Model for USACE Remedial Design IAG (cont.)

Page 7 of 8

Part IV – Acceptance Conditions (continued)

EPA IAG Identification Number

28. Special Conditions (continued)

8. Minority Business Utilization

In accordance with CERCLA, as amended (P.L. 99-499), Section 105(f), any Federal agency awarding contracts, grants or cooperative agreements utilizing Superfund monies shall consider the availability of minority contractors for participation in contracts. This includes, but is not limited to: contracts, subcontracts, SBA 8(a) awards and any subagreements.

The USACE, as a recipient of Superfund monies under this IAG, must report annually on minority contractor participation and efforts taken to encourage (outreach endeavors) the utilization of minority firms.

Reports will be forwarded annually (by November 15th) to the Minority Business Enterprise Coordinator, EPA-Region 3, Hazardous Waste Management Division (3HW43). Reports will be submitted on EPA Forms 6005-3, "Superfund Minority Contractors Utilization Report", 6005-3A, "Superfund Minority Contractors Utilization Report - Part 2".

9. As a recipient of monies under this IAG, the USACE must ensure to the fullest extent possible that at least 8% of funds for prime or subcontracts and subgrants for services are made available to businesses owned or controlled by socially and economically disadvantaged individuals, women-owned businesses, and Historically Black, Colleges and Universities.

The USACE must submit a report to EPA showing the actual amount and percentage of extramural funds awarded to DBEs on Forms 6005-3 and 67005-3a, by December 15, of each year. Reports should be submitted to:

Mr. George Mori, Senior Program Officer  
Office of Small and Disadvantaged Business Utilization (A-149C)  
U.S. Environmental Protection Agency  
401 M Street, S.W.  
Washington, DC 20460

51-043-33(4)A

## **Attachment A • Scope of Work for Remedial Design IAG**

---

### **Site**

Name, City, State

Site/Spill Identifier

### **Purpose**

The purpose of this agreement is to obtain assistance from the U.S. Army Corps of Engineers (USACE) for the implementation of a remedial design for remedial action at site name.

### **Background**

Briefly summarize the site in one or two paragraphs to include:

- location of site
- brief history of operations, releases, response actions, etc.
- quantity, types, and concentrations of hazardous substances
- extent of contamination
- operable unit name and number, event name and number, and project name, if applicable

A Record of Decision (ROD) was signed by the name of AA-OSWER or Regional Administrator on date selecting description of remedy as the cost effective remedy for the site name.

### **Remedy**

The remedy selected by EPA and the State of state name includes the following major components (list major components in bullet format):

### **Work Statement**

The USACE will be responsible for:

1. Developing the technical statement of work and awarding and managing a contract to a private firm for the design of description of remedy. The design package will consist of plans and specifications along with include as necessary operations and maintenance (O&M) plan, quality assurance project plan (QAPP), site safety plan, etc.
2. Reviewing the design package in coordination with the EPA RPM at preliminary and prefinal design stages. Approval and acceptance of the final design, with comment from EPA.
3. Conducting value engineering screening to assess the need for a value engineering study. Conducting value engineering studies when indicated.
4. Preparing a Real Estate Planning Report to be submitted to the EPA Regional Office during the preliminary design phase of the project.
5. Providing other support to include permit assistance, community relations assistance, etc.
6. Reproducing design documents.
7. Conducting procurement activities for remedial actions up to the point of award.

## Attachment B • Special Conditions for Remedial Design IAG

---

The USACE agrees to meet the site-specific financial management and recordkeeping responsibilities contained in EPA's "Superfund Financial Management and Recordkeeping Guidance for Federal Agencies" (January 1989).

### Cost Documentation Requirements

EPA acting as manager of the Hazardous Substances Superfund requires current information on CERCLA response actions and related obligations of CERCLA funds for these actions. In addition, CERCLA, as amended, authorizes EPA to recover from responsible parties all government costs incurred during a response action. To help assure oversight and successful recovery of CERCLA funds, both USACE and EPA have responsibilities under this agreement. The USACE accounting system reports must be supported by site- and activity-specific cost documentation. The USACE will organize and retain in a site file documentation of costs by site and activity (e.g., vouchers, billing statements, evidences of payment, audit reports) as follows:

#### 1. Direct Costs

- Payroll - timesheets or timecards to support hours charged to a particular site, including the signature of the employee and/or the employee's supervisor.
- Travel - travel authorizations (including purpose of trip), local travel vouchers, traveler's reimbursement vouchers, carrier bills (including airline tickets, government-owned vehicle bills, appropriate receipts for hotel, car rental, etc., proof of payment. Proof of payment is satisfied by providing a copy of standard form (SF) 1166 "Voucher and Schedule of Payment" or equivalent.
- Contractor services - copies of contracts, requests for proposals (RFPs), detailed evaluation of contractor bids, contractor invoices, USACE project officer approval of invoices, proof of payment. Proof of payment is satisfied by providing a copy of the accomplished SF 1166 or equivalent.
- Supplies and Equipment - EPA authorization to purchase non-expendable property of \$1,000.00 or more, vendor invoices, proof of payments, and hourly records of equipment use, when applicable.
- Any other direct costs not included in the above categories.

#### 2. Indirect Costs

If indirect costs are not calculated by the USACE accounting system, a worksheet showing calculations of indirect costs charged to a site will be retained by the USACE.

Under the IAG, the USACE certifies that: 1) any indirect costs included in billings to EPA represent, in accordance with GAO principles, indirect costs that would not have been otherwise incurred by the USACE; or 2) explicit Congressional authority exists for charging other than incremental costs of performance.

### Reporting Requirements

1. The USACE will provide monthly progress reports to the RPM listed on the IAG form containing:
  - Site name and IAG number
  - Summary of work performed
  - Estimate of the percentage of the project completed

- Accounting of funds expended during the reporting period and on the project to date, which includes budget category cost breakdown
  - Summaries of all change orders and claims made on the contract during the reporting period
  - Summaries of all contacts with representatives of the local community, public interest groups, or state government during the reporting period
  - Summaries of all problems or potential problems encountered during the reporting period
  - Projected work for the next reporting period
  - Attachment of a copy of all certified contractor invoices for contract costs and request for reimbursement (SF 1080) for all USACE in-house cost submitted to the EPA Financial Management Center, Cincinnati, for payment during the reporting month
2. The USACE will submit certified contractor invoices and/or a completed and signed SF 1080, Request for Reimbursement, to the EPA Financial Management Center, Cincinnati, containing, as appropriate, USACE cost by budget category identified by site, site-specific account number, and IAG number.
  3. USACE will provide a final inventory of property, (before final contract payment) within one month of the end of the IAG performance period, describing the condition of each item (and requesting disposition instructions). USACE will require all contractors to provide a final inventory of property prior to their final contract payment. If the duration of the project is greater than one year, USACE will provide an annual inventory of all property acquired by or furnished to USACE with EPA funds.

### **Cost Recovery**

In the event of a contemplated cost recovery action, the USACE will provide to EPA or the Department of Justice (DOJ) a cost documentation package detailing site-specific costs and including copies of the back-up documentation. In some cases, these requests from EPA or DOJ may require the documentation to be provided in less than thirty days. If additional time is required to comply with a request, USACE will negotiate with EPA or DOJ a schedule for responding. USACE will provide EPA with a contact for obtaining necessary site-specific accounting information and documentation.

### **Record Retention Requirements**

The USACE (and its contractors) will retain the documents described in these "Special Conditions" for a minimum of ten years after submission of a final SF 1080 for a site or sites, after which USACE must obtain written permission from the authorized EPA official before disposing of any of the records. USACE will require all contractors entering into cost reimbursable type contracts to establish and maintain cost documentation as described above.

### **Project Specific Conditions**

1. The USACE will invite (with reasonable notice) the EPA RPM to participate in contractor meetings in which scope of the project or progress is discussed.
2. The USACE will invite the EPA RPM to participate in the contractor selection process, as appropriate.
3. The USACE Project Manager will brief the EPA RPM regularly on the current status of the project. Briefings will be monthly unless a different frequency is mutually agreed upon by both project managers. Emphasis shall be placed on project budget, expenditure rates, and schedule.



4. The USACE personnel and its contractors will have the appropriate safety training and be involved in a medical monitoring program as specified in 29 Code of Federal Regulations (CFR) Part 1910; 51 CFR 45663 - 45675; and Section 125(e) of CERCLA, as amended.
5. EPA will provide indemnification of USACE contractors for extraordinary risk to the extent that CERCLA funds are available in accordance with Section 119 of CERCLA and EPA implementing guidance.
6. The USACE will furnish to the EPA RPM a copy of the Quality Assurance Management Plan.
7. The USACE will have final authority, with EPA comment, for approving QAPjPs, Sampling Analysis Plans (SAPs), which reflect environmental sampling and laboratory analysis, and Health and Safety Plans (HASPs).


### **Audits**

1. Superfund cost documentation information must be available for audit or verification upon request of authorized auditing agencies.
2. If an audit determines that any direct or indirect cost charged to EPA are unallowable, EPA will be notified immediately following the resolution of the audit.

### **Other EPA Involvement**

1. Payment to USACE contractors is contingent upon receipt of a USACE certified payment request. Reimbursement to USACE for in-house costs is contingent upon receipt of a USACE certified reimbursement for request (SF 1080). Final project payments for specific contracts and in-house cost shall be reviewed and approved by the EPA Regional program office.
2. EPA will hold title to all property acquired with Superfund monies. EPA will provide the USACE the property disposition instructions upon termination of the IAG. EPA will receive fair-market value for any property disposed of or used for non-Superfund activities.

## Model for USACE Remedial Action IAG

United States Environmental Protection Agency Washington, DC 20460 		1. EPA IAG Identification Number DW 96		4. Funding Location by Region [As appropriate]		
Interagency Agreement/ Amendment Part 1 – General Information		2. Other Agency IAG ID Number (if known)		5. Program Office Abbreviation [As appropriate]		
		3. Type of Action New Agreement				
6. Name and Address of EPA Organization [Regional Address]		7. Name and Address of Other Agency U.S. Army Corps of Engineers (USACE) Engineering Division, Missouri River Omaha, Nebraska 68144-3869				
8. Project Title Design of Superfund Remedial Action at [site name, city, and state]						
9. EPA Project Officer (Name, Address, Telephone Number) [Regional Project Officer] U.S. Environmental Protection Agency [Regional Address] [Telephone Number]		10. Other Agency Project Officer (Name, Address, Telephone Number) U.S. Army Engineer, Missouri River Division ATTN: Lucy Harris 12565 West Center Road Omaha, NE 68144-3869 (402) 697-2422				
11. Project Period		12. Budget Period [same as project period]				
13. Scope of Work (Attach additional sheets, as needed) This interagency agreement will allow the USACE and U.S. Environmental Protection Agency to utilize the Direct Fund Cite/Revised Reimbursable methods for costs incurred during this action. The funds are divided as follows:  Revised Reimbursable \$ _____ Direct Fund Cite \$ _____ Total \$ _____  Contracts financed under the Direct Fund Cite Procedure will cite the following accounting classification: 68/20X8145, (Account Number)						
14. Statutory Authority for Both Transfer of Funds and Project Activities CERCLA as amended (42 USCA 9601 et seq.) Executive Order 12580 and Economy Act of 1932 as amended (31 USC 1535)					15. Other Agency Type Federal	
Funds	Previous Amount		Amount This Action		Amended Total	
16. EPA Amount						
17. EPA In-Kind Amount						
18. Other Agency Amount						
19. Other Agency In-Kind Amount						
20. Total Project Cost						
21. Fiscal Information						
Program Element	FY	Appropriation	Doc. Control No.	Account Number	Object Class	Obligation/Deobligation Amt.
FAY9A	94	68/20X8145			25.76	

EPA Form 1610-1 (Rev. 10-88) Previous editions are obsolete.

51-043-34(1)A



## Model for USACE Remedial Action IAG (cont.)

<b>Part IV – Acceptance Conditions</b>		EPA IAG Identification Number DW 96 _____
<p>27. General Conditions The other agency covenants and agrees that it will expeditiously initiate and complete the project for which funds have been awarded under this agreement.</p> <p>28. Special Conditions (Attach additional sheets if needed)</p> <p style="text-align: center; margin-top: 20px;">(See Attachment B)</p>		
<b>Part V – Offer and Acceptance</b>		
<p><b>Note:</b> 1) For Funds-out actions, the agreement/amendment must be signed by the other agency official in duplicate and one original returned to the Grants Administration Division for Headquarters agreements or to the appropriate EPA Regional IAG administration office within 3 calendar weeks after receipt or within any extension of time as may be granted by EPA. The agreement/amendment must be forwarded to the address cited in Item 29 after acceptance signature.</p> <p>Receipt of written refusal or failure to return the properly executed document within the prescribed time may result in the withdrawal of the offer by EPA. Any change to the agreement by the other agency subsequent to the document being signed by the EPA Action Official, which the Action Official determines to materially alter the agreement/amendment, shall void the agreement/amendment.</p> <p>2) For Funds-in actions, the other agency will initiate the action and forward two original agreements/amendments to the appropriate EPA program office for signature. The agreements/amendments will then be forwarded to the appropriate EPA IAG administration office for acceptance signature on behalf of the EPA. One original copy will be returned to the other agency after acceptance.</p>		
EPA IAG Administration Office (for administrative assistance)		EPA Program Office (for technical assistance)
<p>29. Organization/Address</p> <p>[EPA IAG Administration Office]</p> <p>[Organization/Address]</p>	<p>30. Organization/Address</p> <p>[EPA Program Office]</p> <p>[Organization/Address]</p>	
<b>Certification</b>		
<p>All signers certify that the statements made on this form and all attachments thereto are true, accurate, and complete. Signers acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law.</p>		
<b>Decision Official on Behalf of the Environmental Protection Agency Program Office</b>		
31. Signature	Typed Name and Title	Date
<b>Action Official on Behalf of the Environmental Protection Agency</b>		
32. Signature	Typed Name and Title	Date
<b>Authorizing Official on Behalf of the Other Agency</b>		
33. Signature	Typed Name and Title	Date

## Model for USACE Remedial Action IAG (cont.)

Part IV – Acceptance Conditions (continued)	EPA IAG Identification Number
28. Special Conditions (continued)	
<p>8. Minority Business Utilization</p> <p>In accordance with CERCLA, as amended (P.L. 99-499), Section 105(f), any Federal agency awarding contracts, grants or cooperative agreements utilizing Superfund monies shall consider the availability of minority contractors for participation in contracts. This includes, but is not limited to: contracts, subcontracts, SBA 8(a) awards and any subagreements.</p> <p>The USACE, as a recipient of Superfund monies under this IAG, must report annually on minority contractor participation and efforts taken to encourage (outreach endeavors) the utilization of minority firms.</p> <p>Reports will be forwarded annually (by November 15th) to the Minority Business Enterprise Coordinator, EPA-Region 3, Hazardous Waste Management Division (3HW43). Reports will be submitted on EPA Forms 6005-3, "Superfund Minority Contractors Utilization Report", 6005-3A, "Superfund Minority Contractors Utilization Report - Part 2".</p> <p>9. As a recipient of monies under this IAG, the USACE must ensure to the fullest extent possible that at least 8% of funds for prime or subcontracts and subgrants for services are made available to businesses owned or controlled by socially and economically disadvantaged individuals, women-owned businesses, and Historically Black, Colleges and Universities.</p> <p>The USACE must submit a report to EPA showing the actual amount and percentage of extramural funds awarded to DBEs on Forms 6005-3 and 67005-3a, by December 15, of each year. Reports should be submitted to:</p> <p>Mr. George Mori, Senior Program Officer Office of Small and Disadvantaged Business Utilization (A-149C) U.S. Environmental Protection Agency 401 M Street, S.W. Washington, DC 20460</p>	

## **Attachment A • Scope of Work for Remedial Action IAG**

---

### **Site**

Name, City, State

Site/Spill Identifier

### **Purpose**

The purpose of this agreement is to obtain assistance from the U.S. Army Corps of Engineers (USACE) for the implementation of a remedial action at site name.

### **Background**

Briefly summarize the site in one or two paragraphs to include:

- location of site
- brief history of operations, releases, response actions, etc.
- quantity, types, and concentrations of hazardous substances
- extent of contamination
- operable unit name and number, event name and number, and project name, if applicable

A Record of Decision (ROD) was signed by the NAME OF AA-OSWER or Regional Administrator on date selecting description of remedy as the cost effective remedy for the site name. The remedial design (RD) for the remedy was performed by the USACE or other party. A Superfund State Contract was signed by the State of state name on date providing assurances, including cost share for the remedial action (RA), required by CERCLA Section 104(c).

### **Remedy**

The remedy selected by EPA and the State of state name includes the following major components (list major components in bullet format):

### **Work Statement**

The USACE will be responsible for:

1. Managing the contract for the RA including procurement activities for any subsequent modifications and revisions to the original RA contract award.
2. Providing oversight and monitoring of construction in coordination with the EPA RPM to ensure compliance with all contract requirements.
3. Conducting final inspection and certification of completed remedial action in coordination with the EPA RPM.
4. Assessing submitted Value Engineering Construction Proposals (VECPs) in accordance with the Value Engineering clause in the Federal Acquisition Regulation 52.248-1. USACE shall consult with EPA on any VECP that may affect the site remedy before making any change.

## Attachment B • Special Conditions for Remedial Action IAG

---

The USACE agrees to meet the site-specific financial management and recordkeeping responsibilities contained in EPA's "Superfund Financial Management and Recordkeeping Guidance for Federal Agencies" (January 1989).

### Cost Documentation Requirements

EPA acting as manager of the Hazardous Substances Superfund requires current information on CERCLA response actions and related obligations of CERCLA funds for these actions. In addition, CERCLA, as amended, authorizes EPA to recover from responsible parties all government costs incurred during a response action. To assure oversight and successful recovery of CERCLA funds, both USACE and EPA have responsibilities under this agreement. The USACE accounting system reports must be supported by site- and activity-specific cost documentation. The USACE will organize and retain in a site file documentation of costs by site and activity (e.g. vouchers, billing statements, evidence of payment, audit reports) as follows.

#### 1. Direct Costs

- Payroll - timesheets or timecards to support hours charged to a particular site, including the signature of the employee and/or the employee's supervisor.
- Travel - travel authorizations (including purpose of trip), local travel vouchers, traveler's reimbursement vouchers, carrier bills (including airline tickets), government-owned vehicle bills, appropriate receipts for hotel, car rental, etc., proof of payment. Proof of payment is satisfied by providing a copy of standard form (SF) 1166 "Voucher and Schedule of Payment" or equivalent.
- Contractor services - copies of contracts, requests for proposals (RFPs), detailed evaluation of contractor bids, contractor invoices, USACE project officer approval of invoices, proof of payment. Proof of payment is satisfied by providing a copy of SF 1166 or equivalent.
- Supplies and Equipment - EPA authorization to purchase non-expendable property of \$1,000.00 or more, vendor invoices, proof of payments, and hourly records of equipment use, when applicable.
- Any other direct costs not included in the above categories.

#### 2. Indirect Costs

If indirect costs are not calculated by the USACE accounting system, a worksheet showing calculations of indirect costs charged to a site will be retained by the USACE.

Under this IAG, the USACE certifies that: 1) any indirect costs included in billings to EPA represent, in accordance with GAO principles, indirect costs that would not have been otherwise incurred by the USACE; or 2) explicit Congressional authority exists for charging other than incremental costs of performance.

### Reporting Requirements

#### 1. The USACE will provide monthly progress reports to the RPM listed on the IAG form containing:

- Site name and IAG number
- Summary of work performed
- Estimate of the percentage of the project completed
- Accounting of funds expended during the reporting period and on the project to date, which includes budget category cost breakdown
- Summaries of all change orders and claims made on the contract during the reporting period

- Summaries of all contacts with representatives of the local community, public interest groups, or state government during the reporting period
  - Summaries of all problems or potential problems encountered during the reporting period
  - Projected work for the next reporting period
  - Attachment of a copy of all certified contractor invoices for contract costs and request for reimbursement (SF 1080) for all USACE in-house cost submitted to the EPA Financial Management Center, Cincinnati, for payment during the reporting month
2. The USACE will submit certified contractor invoices and/or a completed and signed SF 1080, request for reimbursement, to the EPA Financial Management Center, Cincinnati, containing, as appropriate, USACE cost by budget category identified by site, site-specific account number, and IAG number.
  3. USACE will provide a final inventory of property, (before final contract payment) within one month of the end of the IAG performance period, describing the condition of each item (and requesting disposition instructions). USACE will require all contractors to provide a final inventory before their final contract payment. If the duration of the project is greater than one year, USACE will provide an annual inventory or all property acquired by or furnished to USACE with EPA funds.

### **Cost Recovery**

In the event of a contemplated cost recovery action, the USACE will provide to EPA or the Department of Justice (DOJ) a cost documentation package detailing site-specific costs and including copies of the back up documentation. In some cases, these requests from EPA or DOJ may require this documentation to be provided in less than thirty days. If additional time is required to comply with a request, USACE will negotiate with EPA or DOJ a schedule for responding. USACE will provide EPA with a contact for obtaining necessary site-specific accounting information and documentation.

### **Record Retention Requirements**

The USACE will retain the documents described in these "Special Conditions" for a minimum of ten years after submission of a final SF 1080 for a site or sites, after which USACE must obtain written permission from the authorized EPA official before disposing of any of the records. USACE will require all contractors entering into cost reimbursable type contracts to establish and maintain cost documentation as described above.

### **Project Specific Conditions**

1. The USACE will invite (with reasonable notice) the EPA RPM to participate in contractor meetings in which scope of the project or progress is discussed.
2. The USACE will invite the EPA RPM to participate in the contractor selection process, as appropriate.
3. The USACE will have final authority for RA bids, shop drawings and contract modifications (within [the 15%] contingency fund limitations).
4. The USACE Project Manager will regularly brief the EPA RPM on the current status of the project. Briefings will be monthly unless a different frequency is mutually agreed upon by both project managers. Emphasis shall be placed on project budget, expenditure rates, and schedule.
5. The USACE personnel and its contractors will have the appropriate safety training and be involved in a medical monitoring program as specified in 29 Code of Federal Regulations (CFR) Part 1910; 51 CFR 45663 - 45675; and Section 125(e) of CERCLA, as amended.
6. EPA will provide indemnification of USACE contractors for extraordinary risk to the extent that CERCLA funds are available in accordance with Section 119 of CERCLA and EPA implementing guidance.



7. The USACE will furnish to the EPA RPM for their information a copy of the Quality Assurance Management Plan.
8. The USACE will have final authority, with EPA comment, for approving Quality Assurance Project Plans (QAPjPs), Sampling Analysis Plans (SAPs) which reflect environmental sampling and laboratory analysis, and Health and Safety Plans (HASPs).

### **Audits**

1. Superfund cost documentation information must be available for audit or verification upon request of authorized auditing agencies.
2. If an audit determines that any direct or indirect cost charged to EPA are unallowable, EPA will be notified immediately following the resolution of the audit.

### **Other EPA Involvement**

1. Payment to USACE contractors is contingent upon receipt of a USACE certified payment request. Reimbursement to USACE for in-house costs is contingent upon receipt of a USACE certified reimbursement for request (SF 1080). Final project payments for specific contracts and in-house cost shall be reviewed and approved by the EPA Regional program office.
2. EPA will hold title to all property acquired with Superfund monies. EPA will provide the USACE the property disposition instructions upon termination of the IAG. EPA will receive fair-market value for any property disposed of or used for non-Superfund activities.

**Decision Memorandum**  
**Regional Superfund Interagency Agreement for Technical Assistance**

**SUBJECT:** Superfund Interagency Agreement with the U.S. Army Corps of Engineers (USACE)

**TO:** Regional Administrator, Region \_\_\_\_\_

**FROM:** \_\_\_\_\_

I recommend that you, as the EPA Action Official, approve and sign the attached Interagency Agreement (IAG). Under the IAG, the USACE will provide EPA with technical assistance during EPA lead phases of remedial response activities.

The USACE will provide specialized support services to EPA. It may also utilize extramural agreements to carry out the Scope of Work.


The IAG's project (site) activities and provisions are in compliance with the following statutory and EPA policy requirements:

- 1) Statutory - Economy Act of 1932, as amended (31 USC 1535)
  - CERCLA, as amended (42 USCA 9601 et seq.)
- 2) Policy - Executive Order 12580
  - EPA IAG Policy and Procedures Compendium
  - Chapter 51. "Managing IAGs". EPA Assistance Administration Manual
  - SCAP
  - Memorandum of Understanding

**NOTE:** If an "increase-in-funds" amendment, add:

The increase in funds will cover costs for additional sites and activities related to the original Scope of Work under the IAG. These activities are necessary to maintain the progress towards the successful completion of the SCAP.

## Model for USACE Technical Assistance

 <b>United States Environmental Protection Agency</b> Washington, DC 20460 <b>Interagency Agreement/ Amendment</b> <b>Part 1 – General Information</b>		1. EPA IAG Identification Number DW 96 _____		4. Funding Location by Region [As appropriate]	
		2. Other Agency IAG ID Number (if known) _____		5. Program Office Abbreviation [As appropriate]	
		3. Type of Action New Agreement			
6. Name and Address of EPA Organization [Regional Address]		7. Name and Address of Other Agency U.S. Army Corps of Engineers (USACE) Engineering Division, Missouri River Omaha, Nebraska 68144-3869			
8. Project Title Design of Superfund Remedial Action at [site name, city, and state]					
9. EPA Project Officer (Name, Address, Telephone Number) [Regional Project Officer] U.S. Environmental Protection Agency [Regional Address] [Telephone Number]		10. Other Agency Project Officer (Name, Address, Telephone Number) U.S. Army Engineer, Missouri River Division ATTN: Lucy Harris 12565 West Center Road Omaha, NE 68144-3869 (402) 697-2422			
11. Project Period		12. Budget Period [same as project period]			
13. Scope of Work (Attach additional sheets, as needed)					
1. Reviewing work plans developed by EPA contractors and providing comments and suggestions on the proposed work 2. Technical review of remedial investigation/feasibility study. 3. Providing comments on all plans and specifications for the cleanup. 4. Attending status briefings. The USACE will participate in site-specific status briefings whenever such meetings are deemed necessary by the Regional Project Officer. 5. Reviewing other EPA contractor products. These products may include such things as sampling plans, plans and specifications for drum and bulk waste removal, and draft and final reports on the remedial investigation or the feasibility study.					
14. Statutory Authority for Both Transfer of Funds and Project Activities CERCLA as amended (42 USCA 9601 et seq.) Executive Order 12580 and Economy Act of 1932 as amended (31 USC 1535)					15. Other Agency Type Federal
Funds		Previous Amount		Amount This Action	
16. EPA Amount				Amended Total	
17. EPA In-Kind Amount					
18. Other Agency Amount					
19. Other Agency In-Kind Amount					
20. Total Project Cost					
21. Fiscal Information					
Program Element	FY	Appropriation	Doc. Control No.	Account Number	Object Class
FAY9A	94	68/20X8145			25.76
Obligation/Deobligation Amt.					

EPA Form 1610-1 (Rev. 10-88) Previous editions are obsolete.

51-043-43(1)A)

## Model for Technical Assistance (cont.)

<b>Part II – Approved Budget</b>		EPA IAG Identification Number DW
<b>22. Budget Categories</b>	<b>Itemization of This Action</b>	<b>Itemization of Total Project Estimated Cost to Date</b>
(a) Personnel	\$	\$
(b) Fringe Benefits		
(c) Travel		
(d) Equipment		
(e) Supplies		
(f) Procurement/Assistance		
(g) USACE Division Costs		
(h) Other		
(i) Total Direct Charges		
(j) Indirect Cost:      Rate:      %      Base \$		
(k) Total (EPA Share 100%)      (Other Agency Share 0%)	\$	\$
23. Is equipment authorized to be furnished by EPA or leased, purchased, or rented with EPA funds? (Identify all equipment costing \$1,000 or more) See Special Conditions, Item 28 regarding documentation and disposition		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
24. Are any of these funds being used on extramural agreements? (See item 22f)		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Type of Extramural Agreement <input type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input checked="" type="checkbox"/> Procurement (Includes Small Purchase Order)		
Contractor/Recipient Name (If known)	Total Extramural Amount Under This Project	Percent Funded by EPA (If known)
Unknown	[estimate]	100
<b>Part III – Funding Methods and Billing Instructions</b>		
25. <input checked="" type="checkbox"/> Funds-Out Agreement      (Note: EPA Agency Location Code (ALC) – 68010727)		
<input checked="" type="checkbox"/> Disbursement Agreement		
<input checked="" type="checkbox"/> Repayment      Request for repayment of actual costs must be itemized on SF 1081 or SF 1090 and submitted to the Financial Management Center, EPA, Cincinnati, OH 45268.		
<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Upon Completion of Work		
<input type="checkbox"/> Advance      Only available for use by Federal Agencies on working capital fund or with appropriate justification of need for this type of payment method. Unexpended funds at completion of work will be returned to EPA. Quarterly cost reports will be forwarded to the Financial Management Center, EPA, Cincinnati, OH 45268.		
<input type="checkbox"/> Allocation Transfer-Out      Used to transfer obligational authority or transfer of function between Federal agencies. Must receive prior approval by the Office of the Comptroller, Budget Division, Budget Formulation and Control Branch, EPA Headquarters. Forward appropriate reports to the Financial Reports and Analysis Branch, Financial Management Division, PM-226F, EPA, Washington D.C. 20460.		
26. <input type="checkbox"/> Funds-In Agreement		
<input type="checkbox"/> Reimbursement Agreement <input type="checkbox"/> Repayment		
<input type="checkbox"/> Allocation Transfer-In <input type="checkbox"/> Advance		
Other Agency's IAG Identification Number		EPA Program Office Allowance Holder/Responsibility Center Number
Other Agency's Billing Address (Include Agency Location Code or Station Symbol Number)		72E
		Other Agency's Billing Instructions and Frequency

## Model for Technical Assistance (cont.)

<b>Part IV – Acceptance Conditions</b>	EPA IAG Identification Number DW 96 _____
<p>27. General Conditions The other agency covenants and agrees that it will expeditiously initiate and complete the project for which funds have been awarded under this agreement.</p> <p>28. Special Conditions    <i>(Attach additional sheets if needed)</i></p> <p style="text-align: center; margin-top: 20px;">(See Attachment A)</p>	
<p><b>Part V – Offer and Acceptance</b></p> <p><b>Note:</b> 1) For Funds-out actions, the agreement/amendment must be signed by the other agency official in duplicate and one original returned to the Grants Administration Division for Headquarters agreements or to the appropriate EPA Regional IAG administration office within 3 calendar weeks after receipt or within any extension of time as may be granted by EPA. The agreement/amendment must be forwarded to the address cited in Item 29 after acceptance signature.</p> <p>Receipt of written refusal or failure to return the properly executed document within the prescribed time may result in the withdrawal of the offer by EPA. Any change to the agreement by the other agency subsequent to the document being signed by the EPA Action Official, which the Action Official determines to materially alter the agreement/amendment, shall void the agreement/amendment.</p> <p>2) For Funds-in actions, the other agency will initiate the action and forward two original agreements/amendments to the appropriate EPA program office for signature. The agreements/amendments will then be forwarded to the appropriate EPA IAG administration office for acceptance signature on behalf of the EPA. One original copy will be returned to the other agency after acceptance.</p>	
EPA IAG Administration Office (for administrative assistance)	EPA Program Office (for technical assistance)
<p>29. Organization/Address</p> <p style="margin-left: 20px;">(EPA IAG Administration Office)</p> <p style="margin-left: 20px;">[Organization/Address]</p>	<p>30. Organization/Address</p> <p style="margin-left: 20px;">(EPA Program Office)</p> <p style="margin-left: 20px;">[Organization/Address]</p>
<p><b>Certification</b></p> <p>All signers certify that the statements made on this form and all attachments thereto are true, accurate, and complete. Signers acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law.</p>	
<p><b>Decision Official on Behalf of the Environmental Protection Agency Program Office</b></p>	
31. Signature	<div style="display: flex; justify-content: space-between;"> <div>Typed Name and Title</div> <div>Date</div> </div>
<p><b>Action Official on Behalf of the Environmental Protection Agency</b></p>	
32. Signature	<div style="display: flex; justify-content: space-between;"> <div>Typed Name and Title</div> <div>Date</div> </div>
<p><b>Authorizing Official on Behalf of the Other Agency</b></p>	
33. Signature	<div style="display: flex; justify-content: space-between;"> <div>Typed Name and Title</div> <div>Date</div> </div>

## Attachment A • Special Conditions for Technical Assistance

---

The USACE agrees to meet the site-specific financial management and recordkeeping responsibilities contained in EPA's "Superfund Financial Management and Recordkeeping Guidance for Federal Agencies" (Draft August 1988).

### 1. Cost Documentation Requirements

EPA acting as manager of the Hazardous Substances Superfund requires current information on CERCLA response actions and related obligations of CERCLA funds for these actions. In addition, CERCLA, as amended, authorizes EPA to recover from responsible parties all government costs incurred during a response action. In order to help ensure oversight and successful recovery of CERCLA funds, both the USACE and EPA have responsibilities under this agreement. The USACE accounting system reports must be supported by site- and activity-specific cost documentation. The USACE will organize and retain in site file(s) documentation of costs by site and activity (e.g. vouchers, billing statements, evidence of payment, audit reports) as follows:

#### a. Direct Costs

- Payroll - timesheets or timecards to support hours charged to a particular site, including the signature of the employee and/or the employee's supervisor.
- Travel - travel authorizations (including purpose of trip), local travel vouchers, traveler's reimbursement vouchers, carrier bills, (including airline tickets), government owned vehicle bills, appropriate receipts for hotel, car rental, etc., proof of payment. Proof of payment is satisfied by providing a copy of the accomplished SF1166 "Voucher and Schedule of Payment" or equivalent.
- Contractor services - copies of contracts, requests for proposals (RFPs), detailed evaluation of contractor bids, contractor invoices, USACE project officer approval of invoices, proof of payment. Proof of payment is satisfied by providing a copy of the accomplished SF1166 or equivalent.
- Supplies and Equipment - EPA authorization to purchase non-expendable property of \$1,000 or more, vendor invoices, proof of payment, and hourly records of equipment use, when applicable.
- Any other direct costs not included in the above categories.

#### b. Indirect Costs

If indirect costs are not calculated by the USACE accounting system, a worksheet showing calculations of indirect costs charged to site(s) will be retained by the USACE.

Under this IAG, the USACE certifies: 1) that any indirect costs included in billings to EPA represent, in accordance with GAO principles, indirect costs that would not have been otherwise incurred by the USACE, or 2) that explicit Congressional authority exists for charging other incremental costs of performance.

## **2. Reporting Requirements**

- a. The USACE will provide monthly progress reports to the Regional Project Officer and the Chief of the Design and Construction Management Branch (OS-220), EPA, Washington, DC, 20460, containing:
  - Site name and IAG number
  - Summary of work performed
  - Estimate of the percentage of project completed
  - Accounting of funds expended during the reporting period and on the project to date, which includes budget category cost breakdown
  - Summaries of all problems or potential problems encountered during the reporting period
  - Projected work for the next reporting period
- b. The USACE will provide the EPA Financial Management Center, Cincinnati, with a completed and signed SF1080 (request for reimbursement) monthly containing, as appropriate: USACE costs by budget category identified by the site, site-specific account number, and IAG number.
- c. USACE will provide a final inventory of property, within 30 days of project completion, describing the condition of each item and requesting disposition instructions. If the duration of the project is greater than one year, USACE will provide an annual inventory of all property acquired by or furnished to USACE with EPA funds.

## **3. Cost Recovery**

In the event of a contemplated cost recovery action, the USACE will provide to EPA or the Department of Justice (DOJ) a cost documentation package detailing site-specific costs and including copies of the back up documentation. In some cases, these requests from EPA or DOJ may require that this documentation be provided in less than thirty days. If additional time is required to comply with a request, USACE will negotiate with EPA and DOJ a schedule for responding. USACE will provide EPA with a contact for obtaining necessary site-specific accounting information and documentation.

## **4. Record Retention Requirements**

The USACE and its contractors will retain the documents described in these "Special Conditions" for a minimum of six years after submission of a final SF1080 for a site or sites, after which the USACE and its contractors must obtain written permission from the appropriate regional award official before disposing of any of the records.

## **5. Audits**

- a. Certain agencies are required by CERCLA, as amended, to perform annual audits of transactions involving the Superfund. The USACE may also be required to perform annual audits. Cost documentation information must be available for audit or verification upon request of the DOD Inspector General.

- b. If an audit determines that any direct or indirect costs charged to EPA are unallowable, EPA will be notified immediately following the resolution of the audit and EPA will be credited with those costs.

## **6. Other EPA Involvement**

- a. EPA's substantial involvement in this IAG will include reimbursement to the USACE contingent upon:
  - Receipt and approval by the EPA regional program office of the monthly progress reports and any other technical reports described in the Scope of Work.
  - Acceptance and approval of requests for reimbursement (SF1080) by the authorized representatives of the EPA regional program office and the EPA regional IAG administration office (optional).
- b. EPA will hold title to all property acquired with Superfund monies. EPA will provide the USACE with property disposal instructions upon termination of the IAG and receive fair-market value for any property disposed of or used for non-Superfund activities.